

B 2100A (Form 2100A) (12/15)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.,

Case No. 08-13555 (SCC)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Name of Transferor

Deutsche Bank AG, London Branch

Baupost Group Securities, LLC

Name and Address where notices to transferee should be sent:

Court Claim # (if known): 25450

c/o Deutsche Bank Securities Inc.

Transferred Claim Amount: \$236,349,400.00

60 Wall Street

Date Claim Filed:

New York, NY 10005

Last Four Digits of Acct #: N/A

Attn : Rich Vichaidith

Email : richard.vichaidith@db.com

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief:

By: 

Transferee/Transferee's Agent

By: 

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 & 3571

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **BAUPOST GROUP SECURITIES, LLC** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **DEUTSCHE BANK AG, LONDON BRANCH** (the "Purchaser"), and Purchaser hereby agrees to purchase, effective as of November 1, 2016 (the "Effective Date"), (a) an undivided interest, to the extent of the amount specified in Schedule 1 hereto, in Seller's right, title and interest in and to Proof of Claim Number 25450 filed by Seller's predecessors-in-title (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Claim") against Lehman Brothers Holdings, Inc. (the "Debtor"), as issuer of the Purchased Security specified on Schedule 1 hereto and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (SCC), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b) and (c), the "Transferred Claims"). Except to the extent set forth herein, Purchaser does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Transferred Claims, Purchased Security or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that as of the Effective Date: (a) the Proof of Claim was duly and timely filed in accordance with the Court's order setting the deadline for filing proofs of claim; (b) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (c) (i) on or about April 17, 2012 Seller received the first distribution from the Debtor relating to the Transferred Claims totaling the amount of **\$14,237,267.15**, (ii) on or about October 1, 2012 Seller received the second distribution from the Debtor relating to the Transferred Claims totaling the amount of **\$9,015,765.30**, (iii) on or about April 4, 2013 Seller received the third distribution from the Debtor relating to the Transferred Claims totaling the amount of **\$11,754,265.44**, (iv) on or about October 3, 2013 Seller received the fourth distribution from the Debtor relating to the Transferred Claims totaling the amount of **\$13,569,014.13**, (v) on or about April 3, 2014 Seller received the fifth distribution from the Debtor relating to the Transferred Claims totaling the amount of **\$15,059,283.27**, (vi) on or about October 2, 2014 Seller received the sixth distribution from the Debtor relating to the Transferred Claims totaling the amount of **\$10,946,106.49**, (vii) on or about April 2, 2015 Seller received the seventh distribution from the Debtor relating to the Transferred Claims totaling the amount of **\$7,522,114.00**, (viii) on or about October 1, 2015 Seller received the eighth distribution from the Debtor relating to the Transferred Claims totaling the amount of **\$5,629,050.94**, (ix) on or about March 31, 2016 Seller received the ninth distribution from the Debtor relating to the Transferred Claims totaling the amount of **\$1,606,588.68**, (x) on or about June 16, 2016 Seller received the tenth distribution from the Debtor relating to the Transferred Claims totaling the amount of **\$2,355,164.62**, and (xi) on or about October 6, 2016 Seller received the eleventh distribution from the Debtor relating to the Transferred Claims totaling the amount of **\$3,990,408.55**.

3. Seller hereby represents and warrants to Purchaser that: (a) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (b) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors holding claims of the same class and type; (c) except for the claims of the Purchaser, Seller owns and has good and marketable title to the Transferred Claims, free and clear

of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or any of its affiliates or against Seller or any of its affiliates; (d) on or about April 6, 2017 Seller received the twelfth distribution from the Debtor relating to the Transferred Claims totaling the amount of \$3,084,553.47; and (e) other than the distributions set out herein, neither Seller nor any of its predecessors-in-title or any entity on their behalf has received any distributions in respect of the Transferred Claims.

4. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

5. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

6. Seller shall promptly (but in any event, except for the April Distribution (as hereafter defined), no later than three (3) business days) remit any payments, distributions or proceeds received by Seller on or after October 27, 2016, in respect of the Transferred Claims to Purchaser (including, for the avoidance of doubt, any distributions received by Seller on or about April 6, 2017, which total at least the sum of \$3,084,553.47 (the "April Distribution")). Purchaser acknowledges receipt of the April Distribution.

7. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 11th day of May, 2017.

DEUTSCHE BANK AG, LONDON BRANCH

By: 
Name:
Title:

By: 
Name:
Title:

Address:
c/o Deutsche Bank Securities Inc.
60 Wall Street, Floor 3
New York, NY 10023
Attn: Rich Vichaidith
Email: Richard.Vichaidith@db.com

BAUPOST GROUP SECURITIES, LLC

By: _____
Name:
Title:

Address:

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 11th day of May, 2017.

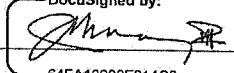
DEUTSCHE BANK AG, LONDON BRANCH

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:
c/o Deutsche Bank Securities Inc.
60 Wall Street, Floor 3
New York, NY 10023
Attn: Rich Vichaidith
Email: Richard.Vichaidith@db.com

BAUPOST GROUP SECURITIES, L.L.C.

By: _____
Name: _____
Title: _____
DocuSigned by:

64FA13936F914C9...

Address: James F. Mooney

Partner

Schedule 1

Transferred Claims

Purchased Claim

As set forth below

Proof of Claim	ISIN/CUSIP	Issuer	Principal/Notional Amount of the Purchased Security	Purchased Claim
Senior Note	US52522L4344	Lehman Brothers Holdings Inc.	USD 235,760,000.00 / 4,000,000.00 Units	USD 236,349,400.00